

TOLLING AGREEMENT

1. This Tolling Agreement is entered into by and between the Federal Communications Commission (Commission), and Lingard Broadcasting Corporation (Licensee), (the Commission and the Licensee, collectively, the Parties).
2. The Licensee holds the license for Station WLOV-TV (Station), Facility Identification Number 37732.
3. Currently pending before the Commission is an application of the Licensee for renewal of its license for the Station (FCC File No. BRCDT-20130131AID) (Renewal Application) and an application seeking consent to assign the Station to a third party (Assignment Application) (FCC File No. BALCDT-20121221ABC).
4. Also pending before the Commission are one (1) or more complaints suggesting violations by the Licensee of the Communications Act of 1934, as amended (Act), the Commission's rules, 18 U.S.C. §1464, a Commission order, and/or the terms of the Station's license. The complaint(s) suggest that the Licensee may have aired over the Station broadcast(s) containing obscene, indecent, and/or profane material. Additional complaints suggesting similar or other violations by the Station may have been received or may be received by the Commission regarding conduct on or before grant of the Renewal Application. Any such additional complaints and the pending complaints referenced above shall hereinafter be referred to individually and/or collectively as the Potential Violation.
5. Pursuant to Section 503(b)(6) of the Act, 47 U.S.C. § 503(b)(6), no forfeiture penalty shall be assessed or imposed against any person if: (a) such person holds a broadcast station license issued under Title III of the Act and the violation charged occurred more than one (1) year prior to the date of issuance of a notice of apparent liability for forfeiture (NAL) or prior to the date of commencement of the current term of the license, whichever is earlier; or (b) such person does not hold a broadcast license and the violation charged occurred more than one (1) year prior to the date of issuance of an NAL.

6. Pursuant to Section 503(b)(5) of the Act, 47 U.S.C. § 503(b)(5), generally, no forfeiture liability shall be assessed against any person, if such person does not hold a license, permit, certificate, or other authorization issued by the Commission, or if such person is not an applicant for a license, permit, certificate or other authorization issued by the Commission, unless, prior to the issuance of an NAL, such person: (a) is sent a citation of the violation charged; (b) is given a reasonable opportunity for a personal interview with an official of the Commission at the field office that is closest to the person's place of residence; and (c) subsequently engages in conduct of the type described in such citation.

7. Pursuant to Section 2462 of Title 28 of the United States Code, 28 U.S.C. § 2462, an action, suit, or proceeding for the enforcement of any civil fine, penalty, or forfeiture, pecuniary or otherwise, shall not be entertained unless commenced within five (5) years from the date when the claim first accrued if, within the same period, the offender or the property is found within the United States in order that proper service may be made thereon.

8. The Licensee currently holds one (1) or more broadcast licenses issued under Title III of the Act and seeks the expeditious grant by the Commission of the Renewal Applications and the Assignment Application. Any monetary forfeiture proceedings commenced against the Station pursuant to Section 503 of the Act that are based on the Potential Violation would be subject to Section 2462 of Title 28 of the United States Code. Although no Potential Violation has yet been charged and no forfeiture proposed against the Licensee, the Commission seeks to preserve its legal ability to issue one (1) or more NALs, and/or to seek collection of any monetary forfeiture or penalty, with respect to the Potential Violation.

9. As a result of discussions between the Commission and the Licensee, in furtherance of their respective objectives including, but not limited to, those noted in the preceding Paragraphs, the Parties hereto agree that it is in their mutual interest to toll the statute of limitations period specified in Section 503(b)(6) of the Act (Statute of Limitations) with respect to each and any Potential Violation, and for the Licensee to waive any defense to each and any NAL based on Section 503(b)(5) of the Act with respect to any Potential Violation, to toll the collections statute of limitations period specified in Section 2462 of

Title 28 of the United States Code, 28 U.S.C. § 2462 (Collections Statute of Limitations) with respect to each and any Potential Violation, and for the Licensee to waive any defense to each and any NAL or collections proceeding subject to Section 2462 of Title 28 of the United States Code, with respect to each and any Potential Violation, as more specifically described in Paragraphs 10, 11, and 12, below.

10. The Parties agree as follows:

The Statute of Limitations that has not expired as of the effective date of this agreement shall expire two (2) years after the date on which the Commission grants the Renewal Application (Renewal Grant Date). The period during which the Statute of Limitations is tolled shall be referred to in this Tolling Agreement as the 503 Tolled Period.

By executing this Tolling Agreement, the Licensee acknowledges and agrees that it is waiving, and hereby does waive, any right it may otherwise have to rely on the Statute of Limitations with respect to the 503 Tolled Period regarding the Potential Violation. The Licensee further acknowledges and agrees that it shall not rely upon or cite the Statute of Limitations or otherwise assert as a defense against the issuance of an NAL or other proposed action or action by the Commission in any administrative or judicial proceeding involving a Potential Violation that such NAL or other proposed action or action by the Commission is barred by the Statute of Limitations.

11. In the event that, during the 503 Tolled Period, the Licensee is issued an NAL regarding a Potential Violation and the Licensee disposes or has disposed of all of its Commission licenses, permits, certificates, and authorizations and is not an applicant for a Commission license, permit, certificate, or other authorization, the Licensee will not challenge the authority of the Commission to issue the NAL due to the fact that the Licensee is neither a holder of nor an applicant for a Commission license, permit, certificate, or other authorization.

By executing this Tolling Agreement, the Licensee acknowledges and agrees that it is waiving, and hereby does waive, any right it may otherwise have under 47 U.S.C. § 503(b)(5). The Licensee further acknowledges and agrees that it is waiving, and hereby does waive, any right it may otherwise have to rely on or otherwise assert that it is neither the holder of nor an applicant for a Commission

license, permit, certificate, or other authorization as a defense against the issuance of an NAL or such other proposed action or action by the Commission in any administrative or judicial proceeding involving a Potential Violation.

12. In the event that, during the 503 Tolloed Period, the Licensee is issued an NAL regarding the Potential Violation, for purposes of calculating the Collections Statute of Limitations, the Parties agree that if the 503 Tolloed Period for any of the complaints or other information underlying the Potential Violation expires later than five (5) years from the date when the respective claims first accrued, then any limitation period for those claims that would be determined under Section 2462 of Title 28 of the United States Code with respect to the Potential Violation that has not expired as of the effective date of this agreement, shall be tolled until the earlier of: (a) the date the FCC releases a final order approving a consent decree between the Parties that disposes of the Potential Violation; (b) one (1) year after a final Commission Order imposing a forfeiture penalty in connection with the Potential Violation is released and is no longer subject to judicial or administrative appeal or review (other than review by a court in connection with a collection action seeking to enforce the Commission Order); (c) the date the FCC informs the Licensee in writing that it has terminated the investigation of the Potential Violation; or (d) two (2) years after the FCC issues the NAL(s) referred to in the first line of this paragraph 12. The period during which the Collections Statute of Limitations is tolled shall be referred to in this Agreement as the 2462 Tolloed Period. In the event that the 503 Tolloed Period for any of the complaints or other information underlying the Potential Violation expires earlier than five (5) years from the date the respective claims first accrued, then the Collections Statute of Limitations for those claims shall be unaffected by the terms of this Agreement.

By executing this Tolling Agreement, the Licensee acknowledges and agrees that it is waiving, and hereby does waive, any right it may otherwise have to rely on the Collections Statute of Limitations with respect to the 2462 Tolloed Period regarding the Potential Violation. The Licensee further acknowledges and agrees that it shall not rely upon or cite the Collections Statute of Limitations or otherwise assert as a defense against the issuance of an NAL or Forfeiture Order or the commencement of

any collection action in any administrative or judicial proceeding involving a Potential Violation that such NAL, Forfeiture Order, or collection action is barred by the Collections Statute of Limitations.

13. By executing this Tolling Agreement, the Licensee does not admit to any Potential Violation. Except as set forth in Paragraphs 10, 11, and 12, above, nothing in this Tolling Agreement shall be construed to limit the Licensee's ability or right to challenge any Commission order or document finding or proposing to find the Licensee liable for a Potential Violation.

14. This Tolling Agreement may be executed in counterparts.

15. This Tolling Agreement shall be effective upon the date that the last of the Parties executes it.

16. Executed copies of the Tolling Agreement may be transmitted to either of the Parties via facsimile or e-mail.

17. The individual executing this Tolling Agreement on behalf of the Licensee represents and warrants that he or she is duly authorized to act on behalf of, and to bind it.

18. The individual executing this Tolling Agreement on behalf of the Commission, Theresa Z. Cavanaugh, Chief, Investigations and Hearings Division, Enforcement Bureau, represents and warrants that she is duly authorized to so act on behalf of, and to bind, the Commission.

19. The Licensee agrees and acknowledges that this Tolling Agreement shall apply to and be binding upon any and all of its successors and transferees. No change in the ownership, corporate organization, partnership status, or control of the Licensee shall alter the effect of this Tolling Agreement.

FEDERAL COMMUNICATIONS COMMISSION

By:

Theresa Z. Cavanaugh
Chief
Investigations and Hearings Division
Enforcement Bureau

Date

LINGARD BROADCASTING CORPORATION

By:



John R. Lingard, President

Date

20 June 2013

[Schedule A]

Call Sign, City, State	Fac. ID	Renewal App File No.
WLOV-TV, West Point, Mississippi	37732	BRCDT-20130131AID
WMF733 (TV Remote Pickup)	“	“ “

[Schedule B]

Call Sign, City, State	Fac. ID	Assignment App File No.
WLOV-TV, West Point, Mississippi	37732	BALCDT-20121221ABC
WMF733 (TV Remote Pickup)	“	“ “